

# Exhibit F

**ORIGINAL**City of Durham  
North Carolina**Purchase Order**

Fiscal Year 2011

Page 1 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **11013552**

Revisions 000

Expiration Date

Delivery must be made within  
doors of specified destination.B  
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OACCOUNTING SERVICES DIVISION  
CITY OF DURHAM  
101 CITY HALL PLAZA (ANNEX)  
DURHAM, NC 27701V  
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R20391  
HARRIS CORPORATION  
P O BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902S  
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OK81  
POLICE-HIDTA GRANTS  
CITY OF DURHAM HIDTA  
4505 FALLS OF NEUSE RD, #200  
RALEIGH, NC 27609

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
919-832-4478		321-309-7437	9378	GRANTS K.YORK 919-790-3004		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Section	
01/04/2011	20391				POLICE DEPARTMENT	
Item#	Description/Part No.		Qty	UOM	Cost Each	Extended Price
	QUOTE: QTE6779-02677 MASTER NO. 3.269		CUSTOMER ID: DURHAM NC PD GSA CONTRACT:		SALESPERSON ID: WPG3 GS-35F-0283J - ITEMS 1 & 2	
	PO Requisitioner Name: Kisha Ethridge					
1	ITEM NUMBER STINGRAY,		1.000000	EA	\$68,479.00000	\$68,479.00
	DESCRIPTION STINGRAY; SURVEILLANCE AND COUNTER SURVEILLANCE EQUIPMENT AND SUPPLIES					
2	ITEM NUMBER AJ-W, AMBERJACK WIDE		1.000000	EA	\$35,015.00000	\$35,015.00
	BAND DF ANTENNA					
3	ITEM NUMBER SRAY-CDMA-SW,		1.000000	EA	\$22,000.00000	\$22,000.00
	STINGRAY CDMA SOFTWARE PACKAGE					
4	ITEM NUMBER SRAY-GSM-SW,		1.000000	EA	\$22,000.00000	\$22,000.00
	STINGRAY GSM SOFTWARE PACKAGE					
5	ITEM NUMBER SRAY-IDEN-SW,		1.000000	EA	\$22,000.00000	\$22,000.00
	STINGRAY IDEN SOFTWARE PACKAGE					
6	ITEM NUMBER 2009523-101, LAPTOP		1.000000	EA	\$3,500.00000	\$3,500.00
	PC					
7	ITEM NUMBER PA-KIT-25W-CONUS,		1.000000	EA	\$10,486.00000	\$10,486.00
	HIGH POWERED FILTERED 25W PA KIT-800/850/2100					
Questions concerning this order should be directed to Lynette McRae at (919) 560-4132 or by fax at (919) 560.4325.						

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.

Purchase Order Total

Terms & Conditions Governing this Purchase Order -- CITY OF DURHAM, NORTH CAROLINA

All acknowledgements and all communications relating to this order may be delivered to the City of Durham, Purchasing Division, 101 City Hall Plaza, Durham, North Carolina 27701, or they may be faxed to (919) 560-4325. Questions concerning payment should be directed to the Accounting Services Division, telephone (919) 560-4125, fax (919) 687-0896.

- 1) THE CITY OF DURHAM IS NOT RESPONSIBLE FOR GOODS DELIVERED OR SERVICES PERFORMED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
- 2) In this purchase order, the term goods includes goods as that term is used in the Uniform Commercial Code (N. C. version), apparatus, materials, supplies, and equipment.
- 3) Do not overship or substitute. Ship exactly as ordered. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Purchasing Division for instructions. The City reserves the right to reject and return at shippers expense any and all goods delivered which do not conform to our description or specification. All goods received subject to inspection and acceptance by the City of Durham.
- 4) All shipping charges must be FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.
- 5) Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT of the City for which delivery is intended.
- 6) Invoices in duplicate, should be mailed to the address listed on the purchase order. Invoices must reference the purchase order number.
- 7) CASH DISCOUNT TERMS: Time in connection with discount offered will be computed from date of delivery of the goods at destination, or when final inspection and acceptance is made, if the latter date is later than the date of delivery.
- 8) If there is any part of this order you cannot fill promptly or within the time specified, notify the Purchasing Division at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Purchasing Division shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for the EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
- 9) Warranties and Indemnification. In addition to other warranties made in this transaction, Vendor represents and warrants that all of the goods furnished under this purchase order, the process by which those goods are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Vendor shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorneys fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any goods furnished to the City under this purchase order. Without reducing City's rights under this section, Vendor, in case of an actual or threatened claim, may at Vendors option and expense procure for City the right to continue using the goods furnished under this purchase order. (The preceding sentence does not pertain to part (ii) of the first sentence of this section.)
- 10) The workmanship, quantities or qualities of goods delivered or services performed which are to be paid for hereunder shall be to the satisfaction of the City and before final acceptance by the City all matters of dispute must be adjusted to the mutual satisfaction of the City and the vendor. Determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
- 11) The individuals appearing to execute this purchase order on behalf of the Vendor warrant jointly and severally that they have authority to execute this purchase order on behalf of the Vendor.
- 12) This purchase order shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this purchase order shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- 13) The City pays State and local sales tax; please add State and Local (when applicable) sales tax to your invoice.
- 14) THE CITY OF DURHAM OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS. During the performance of this Contract the Vendor agrees as follows: (a) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions. (b) The Vendor shall in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (c) The Vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (d) In the event of the Vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Vendor ineligible for further City contracts. (e) Unless exempted by the City Council of the City of Durham, the Vendor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

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01/04/2011		20391				POLICE DEPARTMENT	
Item#	Description/Part No.			Qty	UOM	Cost Each	Extended Price
	MH						
8	ITEM NUMBER CONV-2100/1700-W/BP,			1.000000	EA	\$18,054.00000	\$18,054.00
	BAND IV - AWS CONVERTER - CONUS						
9	ITEM NUMBER TRAIN-MLB RAYFISH			1.000000	EA	\$4,000.00000	\$4,000.00
	PLATFORM CDMA, TRAINING - MELBOURNE (TUITION ONLY)						
10	ITEM NUMBER TRAIN-MLB RAYFISH			1.000000	EA	\$4,000.00000	\$4,000.00
	PLATFORM GSM, TRAINING - MELBOURNE (TUITION ONLY)						
11	ITEM NUMBER TRAIN-MLB RAYFISH			1.000000	EA	\$4,000.00000	\$4,000.00
	PLATFORM IDEN, TRAINING - MELBOURNE (TUITION ONLY)						
12	ITEM NUMBER MT-SR, MAINTENANCE			1.000000	EA	\$10,529.00000	\$10,529.00
	STINGRAY						
13	ITEM NUMBER MT-AJW, MAINTENANCE			1.000000	EA	\$4,786.00000	\$4,786.00
	FOR AMBERJACK W						
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